



**PLEASE NOTE:** These sample documents are meant for reference only. Your completed document may appear different to this sample and may be more/less extensive depending on the options and clauses you choose to include/exclude. These sample documents are not kept up to date, however the documents that you produce are updated regularly.

This sample is only a sample of the category of document, not necessarily the specific document it is assigned to.

The first 5 pages only of the document are provided in this sample, the document you purchase will contain all pages, and will be customized to your specifications.

**Copyright © 2006-2007 LawLive Pty Ltd ACN: 119 610 310**



---

## DEED OF ASSIGNMENT OF COPYRIGHT

---

DATED 22/02/2007

BETWEEN

LawLive Pty Ltd ACN: of 1 Smith Street SYDNEY NSW 2000 (“**the Assignor**”) of the  
First Part

AND

Joe Soap Pty Ltd ACN: of 32 Smith Street Sydney 2000 (“**the Creator**”) of the Second Part

SAMPLE

## DEED OF ASSIGNMENT OF COPYRIGHT

**THIS DEED OF ASSIGNMENT made the 22/02/2007**

**BETWEEN:** LawLive Pty Ltd ACN: of 1 Smith Street SYDNEY NSW 2000 (“**the Assignor**”) of the First Part;

**AND:** Joe Soap Pty Ltd ACN: of 32 Smith Street Sydney 2000 (“**the Creator**”) of the Second Part.

### RECITALS:

- A. The Assignor is a company engaged in the design and creation of artwork and materials for companies.
- B. The Assignor was engaged by the Assignee to create and produce the Materials and in the course of so doing has created artwork, designs, sketches and drawings relating or forming part of the Materials.
- C. The Creator was involved in the creation of the Materials.
- D. The Assignee has paid the Assignor for all of the Materials and has requested the Assignor and the Creator to assign to the Assignee all of the Copyright which the Assignor and/or the Creator hold in the Materials so that the Assignee will be the absolute owner of all of the Copyright in the Materials.
- E. The Assignor and the Creator have agreed on the terms contained in this Deed of Assignment to assign to the Assignee all Copyright that they each have now or may have at any time in the future in the Materials, all Future Materials and the Creation Materials.

### THEREFORE BY THIS DEED OF ASSIGNMENT:

#### 1. DEFINITIONS

- 1.1. In this Deed of Assignment the following words and phrases shall have the following

meanings:-

1.1.1. **“Assign”** means to assign, transfer and convey all titles and interests of whatsoever kind or nature in copyright and/or Intellectual Property both at law and in equity. Assignment means assignment, transference and conveyance of the said titles and interests.

1.1.2. **“Assignee’s Property”** means all property, whether tangible or intangible belonging to the Assignee which at any time is in the possession or control of the Assignor and/or the Creator for the purposes of being used by them or either of them in creating the Materials, the Creation Materials and/or Future Materials.

1.1.3. **“Copyright”** means copyright as defined in or capable of protection under the *Copyright Act*.

1.1.4. **“Copyright Act”** means the *Copyright Act 1968 (Cth)* as amended.

1.1.5. **“Creation Materials”** means all materials of whatsoever kind or nature, including drafts and sketches and notes used or developed by the Assignor and/or the Creator for the purposes of or in connection with creating and/or designing any of the Materials or which may in the future be created or used to create Future Materials.

1.1.6. **“Deed”** means this Deed of Assignment.

1.1.7. **“Dollars”** means Australian dollars.

1.1.8. **“Future Materials”** means all works that might be created at any time in the future by the Assignor and/or the Creator for or on behalf of or at the request of the Assignee or any Related Entity or Related Body Corporate of the Assignee including without limitation all designs of logos, all artwork and designs of letterheads, packaging, displays, advertising, brochures, business cards, folders, books, instruction guides, training manuals and other documents or materials including where applicable any materials in electronic form or as film for advertising or display purposes.

1.1.9. **“Intellectual Property”** includes all intellectual property of whatsoever kind

or nature recognized at law, in equity or by legislation including without limitation all Copyright, designs, trade marks, logos, domain names, business names and patents whether existing now or at any time in the future, to the extent the Agreement may have future application.

1.1.10. **“Legislation”** means all Australian statutes, regulations, by-laws, codes and rules applying at any time and regulating or relating to anything in this Deed.

1.1.11. **“Materials”** means all works created by the Assignor and/or the Creator for or on behalf of or at the request of the Assignee or any Related Entity or Related Body Corporate including without limitation all designs of logos, all artwork and designs of letterheads, packaging, displays, advertising, brochures, business cards, folders, books, instruction guides, training manuals and other documents or materials including where applicable any materials in electronic form or as film for advertising or display purposes without limiting this definition, all of the Materials described in the Schedule.

1.1.12. **“Person”** includes a natural person and includes any entity or body corporate recognised at law.

1.2. **“Related Entity”** has the meaning given to it in Section 9 of the Corporations Act 2001.

1.3. **“Related Body Corporate”** has the meaning given to it in Section 9 and Section 50 of the Corporations Act 2001.

## 2. CONSIDERATION

2.1. In consideration of the payment by the Assignee to the Assignor of the sum of twenty dollars Dollars (AUD\$20) (the receipt of which is hereby acknowledged by the Assignor) and in consideration of the payment by the Assignee to the Creator of the sum of twenty dollars Dollars (AUD\$20) (the receipt of which is hereby acknowledged by the Creator), the Assignor and the Creator have entered into this Deed.

### 3. ASSIGNMENT BY THE ASSIGNOR

3.1. The Assignor hereby absolutely and unconditionally Assigns to the Assignee all of its rights, title and interest both at law and in equity in and to all Copyright and Intellectual Property it has either on its own or with any other Person in the Materials, the Creation Materials and in all Future Materials. In respect to Copyright, this assignment is made pursuant to Sections 196 and 197 of the *Copyright Act*.

3.2. If for whatever reason the Assignment of any part of the Materials, the Creation Materials or the Future Materials is not effectively Assigned by the Assignment in Clause 3.1, then the Assignor hereby covenants with the Assignee that to the extent it holds any interest of any kind whatsoever in the Materials, the Creation Materials or the Future Materials, including any interest in the Copyright therein, then it shall hold the same as a bare trustee for the Assignee and shall promptly, upon request by the Assignee, Assign such interest to the Assignee or as the Assignee may in writing direct.

3.3. The Assignor further covenants with the Assignee that if requested by the Assignee it will do all acts and execute all documents as are reasonably required by the Assignee in order to more fully Assign or complete any such Assignment of the Copyright and/or Intellectual Property in the Materials, the Creation Materials and or the Future Materials to the Assignee.

### 4. ASSIGNMENT BY CREATOR

4.1. The Creator hereby absolutely and unconditionally Assigns to the Assignee all of her/his rights, title and interest both at law and in equity in and to all Copyright and Intellectual Property she/he has either on her/his own or with any other Person in the Materials, the Creation Materials and in all Future Materials. In respect to Copyright, this Assignment is made pursuant to Sections 196 and 197 of the *Copyright Act*.

4.2. If for whatever reason the Assignment of any part of the Materials, the Creation Materials or the Future Materials is not effectively Assigned by the Assignment in Clause 4.1, then the Creator hereby covenants with the Assignee that to the extent